Cover Sheet for Request for Proposal

Tenant Based Rental Assistance Program

If you are submitting a Response to this Request for Proposal, please:

1. Appropriately label your documents in a sealed envelope or box;

And

2. Deliver the sealed documents to the Office of the City Clerk;

And

3. Be certain that your submittal is date and time stamped by the Office of the City Clerk, which is located in City Hall, 1 E. First Street, Reno, Nevada.

CITY OF RENO
P.O. Box 1900
Reno, NV 89505
(775) 334-3853
wisemane@reno.gov

Date: **6/15/2012**

REQUEST FOR PROPOSALS

Sealed proposals will be received until **3:00pm** local time (Reno) at the Reno City Clerk's Office, 2nd Floor, 1 East First Street, Reno, NV 89501 on **July 13, 2012**.

A mandatory proposers meeting is scheduled for Thursday, **June 28, 2012 at 10:00 am, at City Hall, 1 E. 1st Street, 12th Floor, Reno.** During this meeting an overview of the program and requirements will be provided and proposers may ask any questions of City staff regarding the RFP process and/or the TBRA program.

The City of Reno is currently accepting applications for a federally funded Tenant Based Rental Assistance Program

Technical questions regarding this solicitation may be directed to **Elaine Wiseman at wisemane@reno.gov.** All communications regarding this R.F.P. must be submitted in writing via e-mail, fax, or written correspondence to Elaine Wiseman, Community Resources Specialist.

Per the attached Terms, Conditions, and Requirements

Company Name _____

Address _____

City _____

State _____ Zip Code _____

Telephone _____

Fax _____

E-mail_____

SUBMIT ONE (1) ORIGINAL, Four (4) COPIES OF PROPOSAL.

In compliance with this Request for Proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if the Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of all pages of this RFP.

Signature_____

Print Name_____

Print Title_____

1. GENERAL PROGRAM INFORMATION

The City of Reno seeks a qualified non-profit agency to administer a Tenant Based Rental Assistance (TBRA) Program that will provide financial assistance for monthly rental costs and case management to households in the identified special-needs group. The Washoe County HOME Consortium (WCHC) has allocated funding to support the proposed TBRA program. The program will allow for housing certificates as a rental subsidy to help individual households to acquire and maintain stable, affordable housing. The subsidy will be for one year (12 months), with a possibility of a second year funding. The maximum time a participant may be on the program is two years (24 months). Households must meet the eligibility requirements identified below.

The proposed TBRA Program allows local flexibility in many program design areas. Traditionally, HOME Investment Partnership Program guidelines permit for participating jurisdictions to establish local preferences for special-needs groups within its broad, community-wide programs. For the purposes of this program, homeless persons residing in an approved emergency shelter have been targeted as a special needs group. This need has been identified in the 2010-2014 Consolidated Plan as an unmet need, and the preference is needed to fill the gap in benefits and services available to such persons.

The TBRA program will follow all HOME and Emergency Solutions Grant (ESG) regulations such as tenant occupancy and income requirements, unit and payment standards, and administrative performance. The City of Reno will also examine program performance indicators, such as program participation levels, outreach efforts, sustainability of persons transitioning off the program, and other performance indicators identified below and in the ESG Program Manual, which will be incorporated into all contracts.

The intent of this RFP is to identify the agency that can best administer a TBRA program targeting individuals and families recovering from homelessness. The proposing agency must be agreeable to run the program as designed and outlined by the City of Reno, and agree to comply with all HOME and ESG regulations and with the City of Reno's ESG Program Manual.

2. FUNDING

The total amount of funding for this program is $625,371, including local and state ESG, Low Income Housing Trust Funds and HOME. The program will be funded with both federal and non-federal resources for all cost categories, including rent, housing relocation and stabilization, and case management. Administrative costs are not to exceed 10% of the grant amount; however case management will not be considered an administrative expense. Case management will be solely funded with non-federal resources to allow the provision of a broader array of services. The proposing agency is expected to submit a detailed budget demonstrating the ability to administer an effective program, while remaining within the established funding constraints. This budget will be part of the prosing agency's response and contract.

3. GENERAL ADMINISTRATIVE STRUCTURE:

- City of Reno's contract for the TBRA program will be with an identified sub-grantee that is a local non-profit that meets the criteria set forth below.
- The sub-grantee will maintain primary responsibility for all issues of client management, housing placement, tenant-landlord relations, and program accountability and documentation.
- A sub-grantee may administer all elements of its TBRA program directly or subcontract with a local agency for services that either require special expertise and qualifications (housing quality standards inspections) or would present a conflict of interest.
- Sub-grantee shall participate in the HMIS implemented by the Continuum of Care and adhere to all implementation guidelines.

4. ELIGIBLE PROPOSERS

At a minimum, proposers must meet the following criteria in this section.

- All contracted entities must have a Data Universal Numbering System (DUNS) number and be registered in the federal Central Contractors Registry.
- Lead proposer was incorporated and has been operational as a non-profit 501(c) (3) organization providing services to homeless person prior to August 1, 2011. Any identified subcontractors must be incorporated and operational as a non-profit 501(c)(3) organization.
- Lead proposer must submit a current list of its board of trustees, by-laws, and audited financial statements for the previous three (3) fiscal years.
- Lead proposers and subcontractors may not have been debarred by the Federal Government, State of Nevada, or a local government.
- Lead proposers and subcontractors have no current or past contract suspension or termination for cause, or other adverse audit findings with the Cities of Reno and Sparks and Washoe County or any other public funding source in the past five (5) years.

5. Participation in the Homeless Management Information System (HMIS)

Sub-grantee shall participate in the HMIS implemented by the local CoC and adhere to all operational guidelines. Sub-grantee is responsible for all program data entry. Data must be entered in a timely manner as determined by the City of Reno and agreed upon by the sub-grantee. Sub-grantee must utilize HMIS to record case notes, referrals, and any other case management tools that may become available. HMIS will be used to track required local performance measures, and all TBRA client data must be accessible to appropriate City staff.

6. ELIGIBLE HOUSEHOLDS/TARGET POPULATION:

- Program will target homeless individuals who lack a fixed, regular and adequate nighttime residence and **living in the Community Assistance Center Shelters to provide temporary living arrangements (including congregate shelters**) and also have a household gross income that is less than or equal to 30% of Area Median Income (AMI) for the applicable household size, as established by the U.S. Department of Housing and Urban Development (HUD) for the region.

Household Size	**30% AMI**
1	$14,850
2	$16,950
3	$19,050
4	$21,150
5	$22,850
6	$24,550
7	$26,250

- Income limits are established by household size and revised annually HUD. To be eligible, program participants' total Gross Annual Income must be at or below the applicable income limit. Income must be verified with a third party before assistance is provided and re-examined at least annually thereafter. Gross and Adjusted Annual Income are calculated per the 24 CFR Part 5 definition of income and allowances. (APPENDIX A)

- ***Income Limit after Admission:*** Assistance must be terminated if the household's Gross Annual Income goes above **60 percent** of the AMI. The owner and family must receive at least 30 days written notice of the termination.

7. FAMILY CONTRIBUTION, MINIMUM FAMILY CONTRIBUTION & MAXIMUM TBRA SUBSIDY:

- ***Family Contribution:*** Participating households must pay a minimum of 30% of adjusted monthly income towards rent and utilities.
- ***Minimum Family Contribution:*** $50, unless a hardship exception is approved.
- ***Maximum TBRA Subsidy:*** The TBRA subsidy may not exceed the total of the payment standard plus the family contribution.

Payment standards will follow HUD's market analysis based upon the Section 8 Existing Housing Fair Market Rent (FMR). The payment standard for each unit size may be no less than 80% of the published FMR, and no more than the published FMR or HUD-approved community-wide exception rent in effect. (APPENDIX B)

8. RENT REASONABLENESS:

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. Sub-grantees must document the basis for their rent reasonableness determinations on a form prescribed by City of Reno (APPENDIX C). The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

- Location in Community: In many markets location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
- Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- Rent for Unit: Amount of rent being charged by owner.
- Utilities Included: Consider the type and fuel source of utilities.
- Age: When was the unit built and has there been any substantial rehabilitation.
- Condition: Only units in similar condition should be compared.
- Amenities: Consider such amenities as garage, appliances and lot size.

9. UTILITY ALLOWANCE SCHEDULE – ADJUSTING FOR TENANT-PAID UTILITIES:

Utility allowance schedules are used to estimate the average cost of utilities for typical types of housing (single family, duplex/townhouse, apartment, etc.) and for various utilities (natural gas, propane, electricity, etc.). Telephone and cable/dish TV are not considered utilities for the purposes of this program.

The household's contribution is intended to cover both rent and utilities. If all utilities are included in the rent, the household's entire contribution goes to the owner. However, this is rarely the case, and most tenants are responsible for payment of at least some utilities and in some instances may receive a utility reimbursement.

If the gross rent (rent to owner plus utility allowance) for the unit is less than the payment standard **AND** the total tenant contribution is less than the utility allowance, a utility reimbursement may occur (NOTE: both of these conditions must exist in order to have a utility reimbursement). If a utility reimbursement is due to the tenant, this will be apparent after completing the rent calculations worksheet.

10. IMPACT OF ACTUAL UNIT SIZE ON THE SUBSIDY CALCULATION:

The Payment Standard used to calculate the housing assistance payment is based on the **LESSER OF** the actual unit size or the size of the Housing Certificate issued to the household. In other words:

1. ***Undersized Units:*** If a family elects to occupy a unit that is **smaller** than the size listed on their Housing Certificate, the following provisions apply:

- The Payment Standard is based on the **actual** unit size (i.e. # of bedrooms); and
- The Utility Allowance is based on the **actual** unit size (i.e., # of bedrooms)

2. ***Oversized Units:*** If a family occupies a unit that is **larger** than the size listed on their Housing Certificate, the following provisions apply:

- Occupancy of an oversized unit must be approved in writing by the City in advance of occupancy;
- The Rent Standard is based on the **Housing Certificate eligibility/issuance size** (i.e., size of unit household is eligible for based on the occupancy standards as described below); and
- The Utility Allowance is based on the **actual** unit size (i.e., # of bedrooms)

11. HOUSING QUALITY STANDARDS (HQS):

TBRA assisted units must meet Housing Quality Standards (HQS). The unit must pass an HQS inspection prior to the effective date of the initial Rental Assistance Contract and corresponding lease. Units must be HQS inspected annually during the length of the TBRA assistance.

If a unit fails to pass an HQS inspection, the owner must be notified in writing of the specific deficiencies and the necessary corrective action. *Owners* should be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies. *Tenants* should be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies.

12. OCCUPANCY STANDARDS/SUBSIDY ISSUANCE SIZE DETERMINATION:

The Sub-grantee will develop occupancy standards that comply with HQS requirements (APPENDIX D) and specify how the number of bedrooms needed by the household will be determined as related to both: (1) determining the appropriateness of the actual unit size; and (2) calculating amount of TBRA rental assistance. Keep in mind that basic standards can be modified to take into consideration specific household composition and circumstances (i.e., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.)

13. OUTREACH TO ELIGIBLE HOUSEHOLDS:

The sub-grantee has an obligation to assure that information about the program reaches the broadest possible range of potentially qualified applicants. To further fair housing objectives, the sub-grantee should identify those households 'least likely to apply' and determine what special outreach activities will ensure that this population is fully informed about the program.

TBRA must be affirmatively marketed to all qualifying members of the target population. The sub-grantee's marketing approach must be included in the response and must address: (1) *how* the program will be announced (i.e., identify specific marketing sources); (2) *where and for how long* applications will be taken (i.e., at one site or more); (3) *when* applications will be accepted (i.e., daily, during normal working hours or extended hours, for a specific time period, etc.); and (4) the method for taking applications (i.e., in person, by mail).

14. OUTREACH TO PROSPECTIVE OWNERS/LANDLORDS:

The willingness of owners to participate in the TBRA program significantly affects the options and opportunities available to Certificate holders. Sub-grantees should conduct outreach to owners of rental property to stimulate their interest in the program. For the most part, the Tenant Based Rental Assistance (TBRA) program operates very much like the HUD Housing Choice Voucher (Section 8) Rental Subsidy Program. There are, however, a number of significant differences which make the TBRA program somewhat more flexible and community-responsive. Among the distinctions worth noting, TBRA certificates:

- Are time-limited (renewable one-year terms) – TBRA is intended to provide temporary housing assistance;

- Allow for brief initial term of lease, assuming that the landlord and tenant both agree –TBRA allows for shorter-term commitments;

- Require a special "Lease Addendum" to be attached to the landlord's standard lease – this is a different document than the HCV "Rental Assistance Contract", but functions in a similar manner;

- Are administered by an established community based sub-grantee – TBRA is generally NOT administered by the local Public Housing Agency; and

- Require ongoing attentiveness to tenant concerns on part of sub-grantee – TBRA will insist that the Grantee and partnering agencies maintain ongoing contact with the landlord/management company to promote long-term housing stability and minimize the necessity of costly evictions.

15. WRITTEN TENANT SELECTION POLICY:

Each sub-grantee must have a written tenant selection policy that clearly specifies how households will be selected to receive assistance. The tenant selection policy must be clearly identified in the response. Participation (admission to the waiting list and receipt of program benefits) will be restricted to persons/households identified in the targeted group and fair housing requirements must be met.

Because the assistance is targeted, the assistance must be available to all persons who fall into the target class identified in this RFP. Although participants may be required to obtain services required to live independently, they must be free to choose where those services are provided.

16. USING A WAITING LIST:

The demand for rental assistance in our community is far greater than available resources. In most instances the sub-grantee will place the names of applicants who have successfully completed an application, as well as have provided additional information required by the City of Reno, as well as the sub-grantee, on the waiting list, pending verification of the information provided. As a result, a waiting list must be maintained to ensure that applicants are selected for assistance in a fair and equitable manner. Applicants who are determined ineligible must be notified in writing of this decision and offered the opportunity to appeal the decision (see section entitled 'Denying and Terminating Assistance' below for more details).

The sub-grantee has several options regarding maintenance of the waiting list. Identified below are options the sub-grantee may want to consider when establishing its waiting list procedures:

- Order in which assistance is offered (i.e. approved preference selection policy based on aggregate needs, first come-first served, lottery, etc.);
- Length and time on waiting list (i.e. maintain list for a fixed period of time such as 6 months and then start over, accept applications for a fixed period of time and do not open again until all eligible applicants receive assistance, continuously take applications, etc.); or
- Severity or intensity of need.

The sub-grantee must document in the file the date assistance was offered to all households to verify that the order of selection is consistent with the waiting list.

17. EFFECT OF TBRA ON HOUSEHOLD'S STATUS ON Section 8 Waiting List WAITING LIST

The HOME statute requires that TBRA recipients who have also applied for HCV (Section 8) assistance (either project or tenant based) retain, for the purpose of the HCV waiting list, any tenant selection preference for which they qualified at the time TBRA was provided.

This policy enables families to receive term-limited TBRA without jeopardizing the opportunity to receive HCV (long-term) assistance. The sub-grantee should coordinate with the Reno Housing Authority to ensure that receipt of TBRA will not affect the status of individuals and families on the HCV waiting list.

18. REQUIRING CONTINUED PARTICIPATION IN SUPPORT SERVICES

The selected sub-grantee will require that tenants actively work with the designated case manager to seek and participate in available, supportive services within the community that will help the tenant achieve self-sufficiency and maintain permanent housing. Although not all inclusive, supportive services will include:

- Tenant applying for available subsidized housing in the area, including completing applications, getting on waiting lists, etc.;
- Applying for any available public assistance programs, including TANF, food stamps, general assistance, social security, etc.;
- Referrals to job training agencies, when applicable;
- Active job search for employable tenants; and
- Ongoing monthly case management meetings with established TBRA case manager.

19. REPORTING ONGOING PERFORMANCE AND OUTCOMES

Sub-grantees will be required to report program performance and outcomes quarterly. The following is a list of included performance indicators that must be reported on:

- Number of clients screened for potential eligibility;
- Number of clients served;
- Number of clients denied;
- Number of clients who exit from the program, including their reason for leaving, as well as their destination;
- Number of clients on the active waiting list;
- Of those clients receiving service, number referred to subsidized housing, on public housing waiting lists, etc.;
- Number of clients who obtained employment; and
- Client case notes and records must be kept and will be subject to quarterly monitoring.

Additional performance measures are included in Appendix E.

20. INELIGIBLE USES OF TBRA ASSISTANCE:

- **TBRA as a Portable Certificate**:
  Unlike other TBRA programs, this program is not portable. Client's may not reside outside of Washoe County at the time of the application and may not move with their certificate out of Washoe County at anytime during their participation in the program.

- **Cooperatives:**
  TBRA may not be used to assist a resident owner of a cooperative or a mutual housing unit when that resident is recognized by state law as a homeowner.

- **Rental Rehabilitation Program displacement**:
  TBRA may not be used to prevent the displacement of tenants from projects assisted with public funds.

- **Temporary shelter:**
  Sub-grantees may not provide TBRA to homeless persons for overnight or temporary shelter or stays in motels.

- **Duplication of existing rental assistance programs**:
  Households already receiving assistance under other rental assistance programs may not also receive assistance under TBRA (unless they are still paying more than 30% of their income for rent).
- **(Single Room Occupancy (SRO) vs. Efficiencies***:* Tenant selected units must meet housing quality standards, and therefore require each unit to have a separate kitchen and a bathroom. Therefore, SRO's are NOT acceptable on the TBRA program. An efficiency apartment, which usually has a kitchen and bath, is acceptable.

- **Mortgages:** The intent of TBRA funds is meant to temporarily assist families and individuals obtain self-sufficiency, not to make mortgage payments. Therefore, rent-to-own leases, in which monthly rental assistance payment are used as mortgage payment, are not permissible.

- **Landlord/Tenant Relationships**: Landlords cannot be related to any occupant. This includes parent, grandparent, aunt, uncle or any blood or marital relative.

21. RENTAL UNITS OWNED BY A GRANTEE OR SUB-GRANTEE

The assisted unit cannot be owned by the sub-grantee or other partnering agency unless an exception is approved in writing by the City of Reno. In order to be considered for an exception, the sub-grantee must submit a request to City of Reno to be approved by the Housing and Neighborhood Development Administrator.

The request must include, at a minimum, the following information:

- An explanation why the exception is necessary/appropriate; and
- A rent reasonableness analysis on a form prescribed by City of Reno to demonstrate cost effectiveness; and
- Documentation of adequate outreach to owners so as not to limit access; and
- Assurance that occupancy of the unit is not a "requirement" placed on the participating household and that they have a free choice of units.

22. SECURITY DEPOSITS, INVENTORY CHECKLISTS & HOUSEHOLD IDENTIFICATION:

***Using Program Funds to Pay for Security Deposits*:**

TBRA funds **may be** used to provide security deposit payments. If the deposit is paid via program funds, **the deposit will be returned to the client, providing the client has successfully exited the program**. If the client is discharged from the program unsuccessfully, sub-grantee will make every reasonable effort to recapture any refund of the deposit, as outlined in the program plan.

TBRA program can pay rental deposits that are reasonable based on local market practice. The **maximum** amount of funds provided for a security deposit may not exceed the equivalent of two months' rent for the unit ***and must be determined to be reasonable***.

Inventory Checklists and Major Tenant Responsibilities Regarding Security Deposits:

In order to protect the deposit and assure its return (whether or not program funds are used), the sub-grantee should assist the household to understand their responsibilities as summarized below:

1. Complete an Inventory Checklist at the start of occupancy (within seven days of moving in);
2. Give the owner a forwarding address within four days after moving out. If the tenant does not do this, the right to an itemized list of damages from the owner is forfeited. However, this requirement only applies if the owner has informed the tenant of this requirement in writing within 14 days after the tenant has moved in;
3. Respond **in writing**, if he or she disputes the charges against the security deposit within 7 days of receipt of notice. It is a good practice to retain some type of proof of mailing; and

4. The client or TBRA administering agency has a right to the refund of the security deposit if the owner does not send a list of damages within 30 days from the end of occupancy and does not file the case within 45 days from the end of occupancy.

Household Identification
Every household member is required to provide two pieces of identification. Acceptable forms of identification may include: birth certificate, social security card and driver's licenses. Copies of these forms of identification must be kept in the tenant's file.

23. UTILITY DEPOSITS:
Utility deposits may be made in conjunction with the provision of rental assistance or security deposit programs, but cannot be operated separately as a "stand alone" program or service. Utility deposits may be paid for any of the tenant-paid utility services included on the utility allowance schedule. Telephone and cable deposits are ineligible. No payment will be made for delinquent or back utility costs.

24. GRANTEE LEASE REVIEW:
The sub-grantee must review the owner's lease to assure that it does not include any prohibited lease provisions. The easiest way to accomplish this is to use the required Lease Addendum (APPENDIX F) that nullifies any such provisions that exist in the owner's lease, eliminating the need for an in-depth legal review of the owner's lease. In addition, the Lease Addendum includes key HOME program requirements that are not routinely included in private sector leases. To this end, the Lease Addendum provided by City of Reno is required for all TBRA-assisted units.

25. TERM OF LEASE:
Minimum Lease Term: The term of the lease must be for not less than 6 months.
Maximum Lease Term: No more than 1 year or 12 months.
Notice to Terminate: The Lease Agreement must require at least 30 days written notice to terminate.

26. TERM OF RENTAL ASSISTANCE CONTACT:
The term of the TBRA Contract (the Contract) runs in conjunction with the term of the Lease (cannot exceed 1 year or 12 months). The Contract automatically terminates on the last day of the term of the Lease. The Lease and Contract term may be renewed based on the availability of funds but must end no later than the end date on the TBRA Contract between the sub-grantee and City of Reno. If a sub-grantee continues to administer a TBRA program and has available funds, assistance on behalf of an individual household **can be extended** under subsequent contracts.

27. TERMINATION OF TENANCY:
The Owner may evict the Tenant following applicable state and local laws.

Owners must comply with all state and local laws and sub-grantee is encouraged to work pro-actively with landlords to avoid issues that would progress to evictable actions. **Other requirements should only be imposed if the sub-grantee has a specific reason for intervening in the tenant-landlord relationship**. At a minimum, the owner must provide the tenant with at least 30 days' written notice of the termination. The owner must notify the sub-grantee in writing when eviction proceedings are begun. This may be done by providing the sub-grantee with a copy of the required notice to the tenant.

If the household is evicted for cause, the sub-grantee must identify whether assistance will also be terminated or whether the tenant may receive assistance in another unit.

28. ABSENCES FROM THE UNIT:

Program participants are required to notify the sub-grantee if they will be absent for from the unit for any. The sub-grantee may establish a maximum period of time (not to exceed 14 days without preapproval for extenuating circumstances) that the client may be absent from the unit and continue their rental assistance.

29. DENYING AND TERMINATING ASSISTANCE:

The purpose of informal review procedures is to resolve applicant/participant disputes with the sub-grantee without legal action and, if applicable, to correct errors. In most circumstances when a decision affects eligibility or assistance, families must be notified of their right to an informal review.

The term 'applicant' refers to a household who is applying for or whose name is on the waiting list; or whose name has been 'pulled' from the waiting list but a TBRA Contract has never been entered on their behalf. The term 'participant' refers to a household whose Housing Certificate has been under contract at least once and is still active.

Denial of Assistance (applies to Applicants only) may include any or all of the following:

1. Refusal to place the applicant's name on an open waiting list;
2. Refusal to issue a Housing Certificate when the applicant's name reaches the top of the waiting list;
3. Withdrawal of a Housing Certificate; or
4. Refusal to enter into a Rental Assistance Contract or approve an owner's lease.

Termination of Assistance (applies to Participants only) may include any or all of the following:

1. Refusal to enter into a new Rental Assistance Contract or approve an owner's lease;
2. Refusal to issue a Housing Certificate; or
3. Terminating an existing Rental Assistance Contract.

37. INFORMAL REVIEW PROCEDURES:

- The sub-grantee must give applicants/participants a written notice of denial/termination which provides the specific reason(s) for the action and states that the household has 10 days from the date of the notice to request an informal review. All informal reviews must be conducted by person or persons designated by the sub-grantee, other than a person who made or approved the decision under review or a subordinate of this person. The review process should be consistent with the sub-grantee's appeal process for other programs administered by the sub-grantee as submitted in the response.

- Most common reasons for denial/termination:
    - Household does not meet established target population eligibility criteria;
    - Household income exceeds the income limit or total tenant contribution exceeds the Payment Standard; and
    - Applicant/participant did not respond to requests for information/verification.

- An informal review may be required for decisions concerning:
    - Denial of listing on waiting list;
    - Refusal to issue a Housing Certificate;
    - Refusal to sign Rental Assistance Contract (i.e. denial of participation);
    - Determination of household's annual or adjusted income, and application of such income to compute the total tenant contribution, tenant rent to owner and assistance payment;
    - Determination of appropriate utility allowance (if any);
    - Determination of Housing Certificate size;
    - Determination to deny the household's request for a unit size exception;
    - Decision to terminate a participant's assistance for ANY reason; and
    - Denial for exceeding income limits.

- Informal review not required for decisions concerning:
    - Establishment of utility allowances;
    - Housing Certificate issuance period expires;
    - Determination to deny an extension or suspension of the Housing Certificate;
    - Determination not to approve a unit or lease;
    - Determination that an assisted unit does not comply with HQS, includes HQS violations due to family size;
    - Determination to exercise or not to exercise any right or remedy against the owner under a Rental Assistance Contract; and
    - Discretionary administrative decision such as the establishment of payment standards

30. ONGOING PROGRAM ADMINISTRATION:

- **Annual Housing Quality Standards (HQS) Unit Inspections**

All units assisted with TBRA funds must meet HQS. Each unit under contract must be inspected at least annually to assure all HQS requirements are met. The unit may also be inspected as a result of complaints initiated by the owner or tenant. If a unit fails to pass an inspection, the owner may be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies. If the owner fails to make the needed corrections, the sub-grantee has two options. The sub-grantee may with adequate notice to the owner and household, terminate the HOME Rental Assistance Contract and require the household to move to another location in order to continue to receive assistance. The sub-grantee may also temporarily suspend its payments until the owner remedies the HQS deficiencies. (Note: If this second approach is taken, the tenant should be encouraged to continue to pay the tenant contribution in order to prevent eviction.) Documentation must be given to landlord and tenant addressing the suspension of funds for rental payments.

Tenants should be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies.

- **Interim Eligibility Determinations**

The participant must be advised to notify the case manager of all changes in income and family composition. If this occurs, the following procedures apply:

1. Increase in Family Income: The family must report an increase in income of $200 or more per month. Also, the family must report if there is an increase due to the addition of a new family member with income.
2. Decreases in Family Income: If the family reports a decrease in income, an interim recertification must be completed. The decrease in tenant payment and subsequent increase in assistance payment must take effect the first month following verification of the decrease. Both the owner and tenant must be notified in writing of the change in the payment structure.

- **Annual Eligibility Determinations**

In addition to monthly case management meetings, each household's eligibility to participate in the program and its share of the rent must be confirmed annually. ***Please note: Income will not be determined monthly at the case management meeting. It will only be determined annually, and/or if a change in income of $200 or more occurs.*** If a participating household's income exceeds 60% of AMI the household's assistance must be ended. The recertification process should begin 90-120 days in advance of the household's one year anniversary date to assure that the process is completed on time and that adequate notice is given to both the owner and tenant of changes in the household's eligibility or share of the rent. (State law requires at least 30 days notice of any rent increases to the tenant.)

- **Moves and Termination of Tenancy**

The tenant may elect to move to another unit as permitted by the lease. The TBRA Rental Assistance Contract contains provisions that terminate the sub-grantee's agreement with the owner when the household moves out. To assure that TBRA subsidies are not paid on units any longer than occupied by an eligible tenant, the lease agreement must require that the household provide a minimum of 30 days written notice of their plans to relocate to both the owner and Grantee.

A tenant who wishes to move may be issued another Housing Certificate following the procedures used to issue the original Certificate.

- **Updating Policies and Procedures**

Key operating procedures will be reviewed at a monthly joint meeting attended by the sub-grantee and appropriate staff, as well as the City of Reno to determine if revisions are necessary. At a minimum, City of Reno, in conjunction with the sub-grantee, will assess the appropriateness of the payment standard and utility allowance schedule.

- **Monitoring Performance**

City of Reno will monitor ongoing progress and implementation of the program to assure that the regulatory and statutory requirements are met and to assess program outcomes. Some key performance indicators that will be considered are identified below:

- Budget vs. Actual Spending: Since the initial amount of funding requirements are based upon estimates, close monitoring of actual expenditures is essential. If participating households have incomes that are lower than expected, the number of families assisted may need to be reduced.
- On Time Payments: One of the sub-grantee's most important functions is making sure that rent checks are distributed on schedule. Late checks can reduce the credibility of the program with owners willing to rent to those receiving TBRA.
- Outreach and Success Rates: Sub-grantees should analyze participant success rates and make use of the results to determine if aspects of program design should be changed to improve the success rate.
- Administrative Efficiency: Sub-grantees should review the length of time that various aspects of the TBRA program take, including the time between initial application and Housing Certificate issuance and between Housing Certificate issuance and lease-up.

  While many factors can affect these time frames, this information can give clues about ways to improve the administrative efficiency of the program. For example, if the time between Certificate issuance and lease-up is lengthy, it could be attributable to slow HQS inspection procedures, poor communication with property owners, or slow paperwork processing, all of which are with the program administrator's control.

- Case Management: The case manager's efficiency and progress will be monitored on a quarterly basis; however if needed, City of Reno reserves the right to monitor as needed. City of Reno will be looking for documented meetings with participants, goal setting and follow through with participants, as well as other measurable actions as determined by the City of Reno and the sub-grantee.

- Turnover: Turnover rates alone will reveal little. High turnover could indicate at one extreme that owners are quitting the program out of frustration and the family subsequently leaves the program. At the other extreme, it may be that families are becoming self-sufficient. The sub-grantee should examine the reasons for turnovers in the program.

RESPONSE

The following documents must be submitted in the order listed below with tabs marking each document. Failure to submit any of these documents in the response will result in the ineligibility of the respondent.

Responses will be evaluated based upon complete and thorough answers. Where appropriate respondents should provide applicable examples demonstrating understanding and experience related to the question or requirement.

Note: If you have intentionally left an attachment out of the proposal, please insert a piece of paper with the notation "Attachment X Intentionally Left Blank" in the appropriate place in your proposal (where the attachment would normally be included) and the explanation why the attachment is not relevant to your proposal.

Attachment 1: Proposer Information

A. Lead Proposer Information

Legal Name _____

Executive Director _____

Executive Director
Email Address _____

Board Chair _____

Agency Address _____

City _____ State and ZIP _____

Agency Phone _____ FAX _____

DUNS Number _____ Tax ID _____

B. Contact Person

Contact/Title* _____

Contact Phone _____

Contact Fax _____

Contact Email _____

* *Must be a person who is knowledgeable about the proposal and able to respond to any questions or provide additional information*.

C. Attach the following to each copy of the application:

1. Current organizational chart with names and titles of all staff members and identify any staff member who will be working on TBRA. Staff members may not serve as a board member of the agency they work for.

2. Resumes and/or job descriptions for any staff or position anticipated to be allocated to TBRA activities.

3. List of current Board of Directors and terms of office.

D. Attach the following to the ORIGINAL application:

1. IRS Tax Exempt 501 (c)(3) letter

2. Proof of incorporation for Secretary of State (Certificate only)

3. State of Nevada Sales and Use Tax Exempt Letter or Articles of Incorporation which shows that your non profit organization was created for religious, charitable or education purposes.

E. Pursuant to OMB Circular A-133, all non-Federal entities that expend $500,000 or more a year in federal funds shall have a single or program specific audit conducted for that year in accordance with the circular. Please indicate if your agency expended more than $500,000 in federal awards this past fiscal year

Yes No

If yes and your agency are allocated funds, you will be required to provide evidence of the single or program specific audit at the time of contract award.

Attachment 2: Program Information

Identify the program goal(s), provide a narrative description of what specific service or services are to be provided and how services will be delivered, including how your organization will meet the requirements for determining and re-determining client eligibility, verify rent reasonableness, conduct housing standard inspections, providing case management, connect clients to mainstream services, disbursement process and timing, determining client's share of rent, tracking client services, and termination procedures for non-compliant participants.

Attachment 3: Agency Experience

1. Please describe your experience working with housing services and the target population.
2. Please describe your experience administering a TBRA (or similar) program. Please include the type of program, dates that the program operated, as well as any performance indicators that would demonstrate a successful program.
3. Please describe your familiarity with HOME regulations, as well as new ESG (Emergency Solutions Grant) regulations and manual.

Attachment 4: Staff Training & Experience

1. Based upon the resumes or job descriptions provided, please describe the staff training mechanisms implemented to ensure staff has the skills and knowledge to make appropriate decisions and referrals.
2. Describe any external resources used to provide staff training.
3. Explain the process of evaluating staff knowledge of resources and methods of assisting households recover from homelessness.

Attachment 5: Financial Management

1. Please submit a detailed budget demonstrating the ability to administer an effective program; while remaining within the established funding amount.
2. Please explain the process, policies and timing procedures for disbursements to landlords, utility companies, and/or other entities.
3. Indicate the number of clients anticipated to be served with the resources available and average per client costs.

Attachment 6: Outreach/Marketing Plan

Please detail your marketing plan, include the following:

1. *How* the program will be announced (i.e., identify specific marketing sources);
2. *Where and for how long* applications will be taken (i.e., at one site or more);
3. *When* applications will be accepted (i.e., daily, during normal working hours or extended hours, for a specific time period, etc.);
4. *Method* for taking applications (i.e., in person, by mail); and
5. *Describe* how your organization will conduct outreach to ensure eligible individuals have the opportunity to access your agency's services.
6. Explain how individuals hardest to reach will be made aware of and given opportunity to apply for assistance, including limited English-proficiency, those with visual or hearing impairment, illiterate, etc.

.

Attachment 7: Subcontractors

Please identify any subcontractors that your agency is planning to use for program implementation, include the name of the agency, the services they will provide, an explanation of why the services are needed, and the cost of the service.

Attachment 8: Appeals Process

Submit a copy of your agency's appeals/grievance process.

Attachment 9: Written Tenant Selection Policy/Waiting List

1. Please describe how households will be selected to receive assistance. For example, how will individuals residing in the shelter be referred? What criteria will they have to meet?
2. Please describe how you will develop and maintain a waiting list that ensures applicants are selected for assistance in a fair and equitable manner.

Attachment 10: Data Collection Requirements/HMIS Participation

Please describe the process your organization will implement to meet the data entry and reporting requirements, including staffing for this component of the program and the policies and procedures that will be implemented including frequency of input and quality control.

Preference will be given to exceptional projects. An exceptional project may:

- Be operated by a respondent that has one or more years of experience successfully administering a similar program;
- Programs maximizing funds for rental assistance and client support rather than administration;
- Include intake processes that provide programmatic access to hardest to serve populations;
- Maximize client services to ensure clients are receiving assistance to access permanent housing as quickly as possible; and
- Tenant selection is objective, insuring clients applying with similar circumstances at different times would receive the same outcome.

APPENDIX A

Definition of HCV Income

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. This definition sounds straightforward, but there are several specific issues related to the calculation of Part 5 annual income.

HUD Notice PIH-2004-11

HUD issued Notice PIH-2004-11, "Income Calculation Regarding Medicare Prescription Drug Cards and Transitional Assistance," on July 15, 2004. While the Notice addresses the calculation of annual household income under certain HUD programs, including certain Section 8 activities, the Notice and the Medicare Prescription Drug Card program **do not affect** the calculation of annual income under the Part 5 definition, and thus does not affect the calculation of annual or adjusted income for the purposes of HOME eligibility. The Medicare Modernization Act authorizing this benefit amended the Social Security Act to require that benefits provided under this program "not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or amount of benefits under, any other Federal program." Benefits provided under the Medicare Prescription Drug Benefit program must be excluded from the calculation of annual income of tenants residing in HUD's public housing and assisted housing program units.

Whose Income to Count

Under the Part 5 definition of annual income, income from certain groups of people requires special consideration when calculating a household's annual income. Click on the key words below for more information on how to count the income of the following categories of people:

Minors (age 17 and under)
Live-in aides
Persons with disabilities
Temporarily absent family members
Permanently absent family members
Adult students living away from home

Types of Income to Count

At its most basic level, the Part 5 definition of annual income is made up of the types of household income that are:

included in the definition ("inclusions"), and
excluded from the definition ("exclusions").

A list of the Part 5 income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the Part 5 definition of annual income by the United States Congress.

Administrators of HOME and other Federal programs are generally expected to implement any changes to the regulations within 60 days of publication in the Federal Register.

Located below are easy-to-read tables showing the Part 5 income inclusions and exclusions published at 24 CFR 5.609 on April 1, 1998.

Search the Federal Register for changes to the Part 5 definition of annual income. (For best results, indicate that all Federal Register editions should be searched by the web site and type "24 CFR part 5", including the quotation marks, into the Search Terms field on this web page.)

Welfare assistance is generally counted in the Part 5 definition of annual income. Most PJs will therefore use the actual gross amount of welfare assistance the household receives in the calculation of "annual income". However, in certain "as-paid" localities a special calculation is required.

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capitalindebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: Qualify as assistance under the TANF program definition at 45 CFR 260.31; and Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; ***plus*** the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of $480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family

	member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including: The value of the allotment made under the Food Stamp Act of 1977; Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); Payments received under the Alaskan Native Claims Settlement Act; Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal workstudy program or under the Bureau of Indian Affairs student assistance programs; Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, state job training programs and career intern programs, AmeriCorps); Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran; Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

APPENDIX B
FMR Standards

Final FY 2011 FMRs By Unit Bedrooms					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2011 FMR	*$592*	*$708*	*$875*	*$1,271*	*$1,537*

APPENDIX C

Rent Reasonableness Worksheet

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	UNIT #1	UNIT #2	UNIT #3
ADDRESS				
NUMBER OF BEDROOMS				
SQUARE FEET				
TYPE OF UNIT/CONSTRUCTION				
HOUSING CONDITION				
LOCATION/ACCESSIBILITY				
AMENITIES UNIT: SITE: NEIGHBORHOOD:				
AGE IN YEARS				
UTILITIES (TYPE)				
UNIT RENT UTILITY ALLOWANCE GROSS RENT				
HANDICAP ACCESSIBLE?				

CERTIFICATION:

A. COMPLIANCE WITH PAYMENT STANDARD

_____ _____ _____

PROPOSED CONTRACT RENT+ UTILITY ALLOWANCE = PROPOSED GROSS RENT

APPROVED RENT DOES NOT EXCEED APPLICABLE PAYMENT STANDARD OF

$_____.

B. RENT REASONABLENESS

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ]is [ ] is not reasonable.

NAME:	SIGNATURE:	DATE:

APPENDIX D
Occupancy Standards

General Issuance Size/Occupancy Standard Policy (i.e., criteria used to determine size of Housing Certificate and adequacy of actual unit):

- No more that two persons are required to occupy a bedroom;
- Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
- Children of the same sex (regardless of age) and couples co-habiting (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing Certificate;
- A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member; verified by a Medical Doctor.
- Individual medical problems (i.e., chronic illness) sometimes require either separate bedrooms for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment; verified by a Medical Doctor.
- In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size Housing Certificate may be issued for an absent family member if individual circumstances warrant.
- Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. A tenant may select a larger unit if it meets the TBRA Certificate's Payment Standard. Tenants are not allowed to give landlord additional funds for larger units. In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

APPENDIX E
Emergency Solutions Grant Performance Standards

City of Reno

Program Level-All Programs		
Goal	Measurement	Standard
Integration with CoC	# of CoC meetings attended	ESG sub-recipients must attend at least 75% of CoC meetings held annually
On-time draw reimbursement requests and reporting with accurate data	# of quarterly draws and reports submitted on-time % of data missing or inaccurate	ESG sub-recipients must submit draw reimbursement requests and quarterly reports no later than due date 90% of the time; and Report must have less than 10% of data missing or inaccurate
Coordination with local Workforce Investment Boards and/ or Community Coalitions	# of meetings attended and partnerships formed	ESG recipients must participate in at least 4 meetings per year. Provide summary annually of meetings attended and any partnerships formed. Sub-recipients shall also provide information to local Continuum of Care
HMIS and effective data collection	% of client information accurately and completely entered into HMIS # of clients entered into HMIS	Client data will be entered into HMIS with not less than a 90% accuracy 95% of program participants will be entered into HMIS within 1 week of assistance
Program Level - Rapid Re-Housing Program		
% of clients in rapid re-housing that increase their income	% of clients that have increased income at exit from program	50% of clients will have increased income at exit from re-housing program
% of clients that achieve independent living in permanent housing	% of homeless clients moved into permanent housing	75% of clients placed in permanent housing will remain in that housing after 7 months

APPENDIX F
Lease Addendum

HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) LEASE ADDENDUM

TENANT	***LANDLORD***	**UNIT NUMBER AND ADDRESS**

This lease addendum adds the following paragraphs to the Lease between the Tenant the Landlord referred to above.

A. **Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under 's HOME TBRA Program. Under the Rental Assistance Program, will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that and Landlord will promptly execute a TBRA Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and , effective the first day of the term of the Lease.

B. **Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

C. **Terms of the Lease.** The term shall begin on _____(mm/dd/yy) and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Program Contract between and TBRA Landlord.

D. **Rental Assistance Payment.** Each month will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

E. **Security Deposit**

(1) The Tenant/ *(circle one)* has deposited $ _____ with the Landlord as a Security Deposit. The Landlord will hold this Security Deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding escrow of Security Deposits.

(2) After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the Security Deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

F. **Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities, appliances and services listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE/SERVICE	INCLUDED IN RENT	TENANT PAID
Garbage Collection		
Water/Sewer		
Heating Fuel (specify type)		
Lights, electric		
Cooking Fuel (specify type)		
Other (specify)		
Refrigerator		
Stove/Range		

G. **Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying and obtaining the Landlord's permission.

_____

_____

_____

_____

_____

H. **Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

I. **Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The Landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify in writing when eviction proceedings are begun. This may be done by providing with a copy of the required notice to the Tenant.

J. **Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below <u>shall not apply and not be enforced by the Landlord</u>.

(1) *Confession of Judgment*. Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.

(2) *Treatment of Property*. Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.

(3) *Excusing the Landlord from Responsibility*. Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

(4) *Waiver of Legal Notice*. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.

(5) *Waiver of Court Proceedings for Eviction*. Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

(6) *Waiver of Jury Trial*. Authorization to the Landlord to waive the Tenant's right to a trial by jury.

(7) *Waiver of Right to Appeal Court Decision*. Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.

(8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit*. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

K. **Nondiscrimination**. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES	***LANDLORD SIGNATURES***
Printed Name of Family Representative	LANDLORD NAME:
Signature of Family Representative and Date	Printed Name of Landlord Representative
Printed Name of Family Representative	Signature of Landlord Representative and Date
Signature of Family Representative and Date	